



# WASHOE COUNTY

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CM/ACM JS  
Finance DN  
DA LA  
Risk Mgt. N/A  
HR N/A  
Other N/A

## STAFF REPORT

**BOARD MEETING DATE, First Reading: August 12, 2014**

**BOARD MEETING DATE, Second Reading: September 9, 2014**

**DATE:** August 22, 2014

**TO:** Board of County Commissioners

**FROM:** Trevor Lloyd, Senior Planner, Planning and Development  
Community Services Department, 328-3620, [tlloyd@washoecounty.us](mailto:tlloyd@washoecounty.us)

**THROUGH:** William H. Whitney, Division Director, Planning and Development  
Community Services Department, 328-3617, [bwhitney@washoecounty.us](mailto:bwhitney@washoecounty.us)

**SUBJECT:** Second reading and adoption of an ordinance approving the "First Amendment to Development Agreement (Broken Hills Subdivision)" amending a Development Agreement originally approved in 2009 (DA09-003) regarding the Broken Hills Subdivision (approved in 2005 as Tentative Map TM05-012). This amendment (Case No. AC14-003) extends the deadline for filing the next in a series of final subdivision maps to August 25, 2019, with a possible extension by the Community Services Department, Planning and Development Division Director to August 25, 2021. The subdivision is located west of Kinglet Drive and Calle De La Plata and directly west of the Spanish Springs Airport and is currently undeveloped within Section 21, T21N, R20E (APN: 089-621-01, 089-632-01, 02, 03, 04 & 05). (Commission District 4.)

## SUMMARY

The Washoe County Commission is asked to conduct a second reading and possibly adopt an ordinance approving the "First Amendment to a Development Agreement (Broken Hills Subdivision)" a Development Agreement originally approved in 2009 (DA09-003) regarding the Broken Hills Subdivision (approved in 2005 as Tentative Map TM05-012). The request will extend the deadline to file the next in a series of final maps in the Broken Hills subdivision to August 25, 2019, with a possible extension by the Community Services Department, Planning and Development Division Director to August 25, 2021.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

AGENDA ITEM # 15

### **PREVIOUS ACTION**

- September 6, 2005      The Tentative Map for the Broken Hills subdivision (TM05-012) was unanimously approved by the Planning Commission.
- May 6, 2008            The extension of time for the tentative map to file the next final map until September 5, 2009, was unanimously approved as a consent item by the Planning Commission.
- August 25, 2009        A new Development Agreement was entered into (Case No. DA09-003), to further extend the deadline for filing the next final map to August 25, 2013, with an additional extension until August 25, 2014 at the discretion of the Director of the Community Development Department (this was prior to the creation of the Community Services Department).
- August 12, 2014        The County Commission introduced and conducted a first reading of the "First Amendment to a Development Agreement (Broken Hills Subdivision)" a Development Agreement originally approved in 2009 (DA09-003) regarding the Broken Hills Subdivision (approved in 2005 as Tentative Map TM05-012). The request extends the deadline for filing the next in a series of final subdivision maps to August 25, 2019, with a possible extension by the Community Services Department, Planning and Development Division Director to August 25, 2021.

### **BACKGROUND**

When a tentative subdivision map is approved, Nevada law imposes a schedule for filing final maps or the tentative map will be lost. See NRS 278.360. Unless the deadline is extended pursuant to a Development Agreement, a final map for the whole project, or if the project is being phased, the first in the series of phased final maps must be approved and recorded within four years of the approval of the tentative map. Thereafter phased final maps must be filed every two years.

The Tentative Subdivision Map for Broken Hills was approved in 2005 and the first final map creating five residential lots was recorded on September 6, 2007 but no additional lots have been recorded. As a result a Development Agreement was entered into between Washoe County and the Developer which extended the deadline for filing the next final map until August 25, 2013, with a one year extension until August 25, 2014 approved at the discretion of the Director of the Community Development Department (now Division Director Planning and Development-CSD).

Staff believes the further extension is justified and recommends approval of a second amendment to the Development Agreement granting an extension to August 25, 2019 with the possibility of further extension until August 25, 2021 at the discretion of the Division Director Planning and Development-CSD.

## **PROCESS TO AMEND THE DEVELOPMENT AGREEMENT**

Under NRS 278.0205 and Washoe County Code Section 110.814.40, development agreements must be made by ordinance after special notice and public hearing. Attached as Exhibit A is the proposed “First Amendment to Development Agreement (Broken Hills Subdivision)” which extends the date for recording the next final map until August 25, 2019 (or August 25, 2021 if approved by the Division Director Planning and Development-CSD.) and provides that the agreement will terminate if the next map is not filed by then. Attached as Exhibit B is the proposed Ordinance adopting the Exhibit A Agreement.

## **PERIODIC REVIEW OF COMPLIANCE BY DEVELOPER**

As required by NRS 278.0205 (1) and Washoe County Code Section 110.814.35, the Director of Planning and Development has reviewed the development agreement and the status of the project and believes that the developer is in good faith compliance with the terms of the agreement.

## **COMPLIANCE WITH MASTER PLAN**

NRS 278.0205 (2) and Washoe County Code Section 110.814.40 (b) require that when Development Agreements are adopted or amended, there must be a finding that the agreement is consistent with the Master Plan.

When the subdivision Tentative Map was approved, the Planning Commission determined that the development was consistent with the Master Plan. The Development Agreement did not change any uses, standards or policies that would be inconsistent with the Master Plan. Likewise, this amendment makes no changes to uses, standards or policies that would be inconsistent with the Master Plan. Only the time schedule for development is being changed.

## **FISCAL IMPACT**

There is no fiscal impact associated with this item.

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners conduct a second reading and adopt an ordinance approving the “First Amendment to Development Agreement (Broken Hills Subdivision)” amending a Development Agreement originally approved in 2009 (DA09-003) regarding the Broken Hills Subdivision (approved in 2005 as Tentative Map TM05-012). This amendment (Case No. AC14-003) extends the deadline for filing the next in a series of final subdivision maps to August 25, 2019, with a possible extension by the Community Services Department, Planning and Development Division Director to August 25, 2021

## **POSSIBLE MOTION**

Should the Board agree with staff’s recommendation, possible motions would be:

“Having found the agreement included as Attachment A to this staff report to be consistent with the Washoe County Master Plan, move to conduct a second reading and adopt an ordinance approving the “First Amendment to Development Agreement (Broken

Hills Subdivision)” amending a Development Agreement originally approved in 2009 (DA09-003) regarding the Broken Hills Subdivision (approved in 2005 as Tentative Map TM05-012). This amendment (Case No. AC14-003) extends the deadline for filing the next in a series of final subdivision maps to August 25, 2019, with a possible extension by the Community Services Department, Planning and Development Division Director to August 25, 2021. The subdivision is located west of Kinglet Drive and Calle De La Plata and directly west of the Spanish Springs Airport and is currently undeveloped within Section 21, T21N, R20E (APN: 089-621-01, 089-632-01, 02, 03, 04 & 05).”

Attachments:   A:   Proposed First Amendment to Development Agreement (Broken Hills Subdivision)  
                  B:   Proposed Ordinance approving First Amendment to Development Agreement (Broken Hills Subdivision)

cc:     Barker-Coleman Investments Broken Hills, 539 Riverside Drive, Reno, NV 89503  
          Matzoll Development Consultants, LLC, 6121 Lakeside Drive, Suite 135, Reno, NV 89511

SUMMARY: Approves First Amendment to a Development Agreement DA09-003 regarding Broken Hills Subdivision (TM05-012) extending the deadline for filing the next in Final Map until August 25, 2019 (with possible extension until August 25, 2021) and extending the duration of agreement until last final map is recorded.

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

An Ordinance approving the "First Amendment to Development Agreement (Broken Hills Subdivision)" amending a Development Agreement originally approved in 2009 (DA09-003) regarding the Broken Hills Subdivision (approved in 2005 as Tentative Map TM05-012). This amendment (Case No. AC14-003) extends the deadline for filing the next in a series of final subdivision maps to August 25, 2019, with a possible extension by the Community Services Department, Planning and Development Division Director to August 25, 2021. The subdivision is located west of Kinglet Drive and Calle De La Plata and directly west of the Spanish Springs Airport and is currently undeveloped within Section 21, T21N, R20E (APN: 089-621-01, 089-632-01, 02, 03, 04 & 05).

WHEREAS:

- A. A tentative subdivision map for the proposed Broken Hills Subdivision was approved on or about September 6, 2005 as TM05-012; and
- B. On September 6, 2007, the first in a series of final maps was timely approved and recorded as Tract Map 4821, File No. 3573073, Official Records, Washoe County, and on August 25, 2009, County approved, by ordinance, the "Broken Hills Development Agreement (DA09-003)" extending the deadline for filing the next Final Map to August 25, 2014. The Development Agreement was recorded on September 14, 2009 as Document 3801547, official records.
- C. As authorized by NRS 278.0205, the parties desire to amend the Development Agreement to extend its duration and further extend the deadline for filing the next final map to August 25, 2019 with the possibility of

further extension at the discretion of the Director of the Planning and Development Division until August 25, 2021.

- D. The Board has determined that the proposed amendment is consistent with the Master Plan for Washoe County.
- F. The Board determines that this action is being taken under NRS 278.0205, and therefore is not a rule within the meaning of NRS 237.060;

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DOES HEREBY ORDAIN:

SECTION 1.

The "First Amendment to Development Agreement (Broken Hills Subdivision)" attached hereto as Attachment A is hereby APPROVED by this ordinance. The Chairman is authorized to execute and deliver it for recording in the official records of Washoe County.

SECTION 2. General Terms.

- 1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
- 2. The Chairman of the Board and the officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance and the attached agreement.
- 3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
- 4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of

competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

5. This ordinance shall be in effect from and after its execution and publication as required by NRS 244.100 and any other enabling laws.

**Passage and Effective Date (AC14-003 Broken Hills Subdivision)**

This ordinance was proposed on \_\_\_\_\_ by  
Commissioner \_\_\_\_\_.

This ordinance was passed on \_\_\_\_\_.

Those voting "aye" were \_\_\_\_\_.

Those voting "nay" were \_\_\_\_\_.

Those absent were \_\_\_\_\_.

Those abstaining were \_\_\_\_\_.

This ordinance shall be in force and effect from and after  
the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David Humke, Chairman  
Washoe County Board of County  
Commissioners

ATTEST:

\_\_\_\_\_  
Nancy Parent, County Clerk

APN: 089-621-01;  
089-632-01, 02, 03, 04, 05

Mail Tax Statements To:  
N/A

Recording Requested by  
When recorded, mail to:  
Washoe County  
P.O. Box 30083  
Reno, Nevada 89520-3083  
ATTN: Planning and Development

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(Broken Hills Subdivision)**

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*Summary: Extends duration of agreement until last final map is recorded. Extends until August 25, 2019, the deadline for presenting the next final map to the Planning and Development Director, with possible administrative extension to August 25, 2021, on approval of the Director of Planning and Development Division.*  
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THIS AMENDMENT OF AGREEMENT ("First Amendment") is made by and between the following parties and involves the following Tentative Subdivision Map on the following Property:

<b>Landowner</b>	Barker-Coleman Investments Broken Hill, LTD, a Nevada limited liability company
<b>County</b>	Washoe County, a political subdivision of the State of Nevada 1001 East Ninth Street Reno, Nevada 89520-3083 Attn: Planning and Development Division
<b>Property</b>	Lots 1-5 and Parcel 2-A of BROKEN HILLS VILLAGE 1A, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on September 6, 2007, as File No. 3573073, Tract Map No. 4821.



**Tentative Map**

Tentative Subdivision Map TM05-012 (Broken Hills) approved on September 6, 2005.

**Development Agreement**

Broken Hills Development Agreement (DA09-003) for Tentative Map Case Number TM05-012; APN 089-621-01, 089-632-01, 02, 03, 04, 05 [06] recorded as Document No. 3801547, Official Records, Washoe County on September 14, 2009. A copy of the Agreement is attached as Attachment A.

**1. RECITALS**

1.1 On September 9, 2005, County issued an Action Order conditionally approving Tentative Subdivision Map TM05-012 (Broken Hill Subdivision) on an application submitted by Barker-Coleman Development, LLC and Broken Hill, LLC.

1.2 NRS 278.360 (at the time of the Tentative Map was approved) requires that a final subdivision map must be presented to the approving authority within two years from the date when the tentative map is approved, unless extended by a development agreement entered into pursuant to NRS 278.0201 et seq. On September 6, 2007, the first in a series of final maps was recorded as Tract Map 4821, File No. 3573073, Official Records, Washoe County. On August 25, 2009, County approved, by ordinance, the "Broken Hills Development Agreement (DA 09-003) for Tentative Map Case No. TM05-012; APN 089-621-01, 089-632-01, 02, 03, 04, 05 which was recorded on September 14, 2009, as Document 3801547, official records (the "**Development Agreement.**" The Development Agreement extended to August 25, 2014, during which time the next in the series of final maps must be presented for approval.

1.3 The current owner of the land, Barker-Coleman Investments Broken Hill, LTD, a Nevada limited liability company, has timely applied for an extension of the deadline for presenting for approval the next in a series of final maps because additional time is needed to work through several issues related to the development, including water issues, sewer hookups and fees, and obtaining a right of way from the United States Bureau of Land Management.

1.4 As authorized by NRS 278.0205, the parties desire to amend the Development Agreement and to further extend its duration and further extend the deadline for presenting for approval the next in a series of final maps to August 25, 2019, with the possibility of further extension at the discretion of the Director of Planning and Development Division until August 25, 2021.

1.5 After a first reading held on \_\_\_\_\_, 2014, followed by required published notice an ordinance adopting this First Amendment to Development Agreement was adopted by the Board of County Commissioners, a copy of which is attached hereto as Exhibit B.

NOW THEREFORE the parties agree as follows:

## **2. AMENDMENTS TO DEVELOPMENT AGREEMENT**

2.1 The Development Agreement is hereby amended as follows and in all relevant places to accomplish the intents and purposes stated herein.

2.2 Duration. Paragraph 2.1.B of the agreement is hereby amended to provide that this agreement expires on the earlier of: (1) proceedings concerning the subdivision are terminated for failure to timely present a final map under NRS 278.360 (1) (b); or (2) the last in the series of final maps is recorded; or (3) the Board of County Commissioners terminates this agreement under NRS 278.0205.

2.3 Extension of Time to Record Final Map. Section 2.1.9 of the Development Agreement is amended and restated to read as follows:

2.1.9 The next final map, to be a minimum of five lots, must be presented for approval to the Director of the Planning and Development Division on or before August 25, 2019, provided, however, that the Director of the Planning and Development Division may in his/her sole discretion upon good cause administratively extend the deadline for presenting the next in the series of final maps for any period of time up to August 25, 2021. If the next in a series of final maps is presented for approval within the deadline established in the foregoing sentence, the schedule for presenting subsequent final maps shall be as specified in NRS 278.360 (1) (a) (2), and if a final map is not presented for approval within that time, this Agreement and all proceedings are automatically terminated without further notice under NRS 278.360 (1) (b).

## **3. NO OTHER CHANGES**

Except as expressly provided herein, the Development Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above last written below.

**LANDOWNER:**

Barker-Coleman Investments Broken Hill, LTD, a Nevada limited liability company

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**COUNTY:**

COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_ Date \_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Nancy Parent  
County Clerk

STATE OF NEVADA     )  
                                  )     Acknowledgement in Representative Capacity  
COUNTY OF WASHOE   )     (NRS 240.1665)

This Instrument was acknowledged before me on \_\_\_\_\_  
By \_\_\_\_\_ as \_\_\_\_\_ of Barker-Coleman Investments  
Broken Hills LTD, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

SUMMARY: An ordinance approving Development Agreement Case No. DA09-003 which will extend the approval of Tentative Subdivision Map Case No. TM05-012 for Broken Hills Subdivision, as previously approved by the Planning Commission.

BILL NO. 1598

ORDINANCE NO. 1417

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA09-003 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM05-012 FOR BROKEN HILLS SUBDIVISION AS PREVIOUSLY APPROVED BY THE PLANNING COMMISSION.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DOES ORDAIN:

SECTION 1.

The Development Agreement for Tentative Subdivision Map, Case No. TM05-012, for the Broken Hills Common Open Space Subdivision is attached and is an acceptable document with which to ensure the public interest in providing detailed plans for phasing and financing of infrastructure and construction of the development.

Proposed on the 11<sup>th</sup> day of August, 2009.

Proposed by Commissioner Larkin.

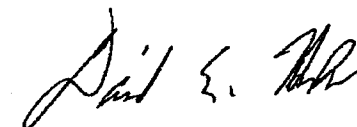
Passed on the 25 day of August, 2009.

Vote:

Ayes: Humke, Weber, Larkin, Breitenity & Jung

Nays: NONE

Absent: NONE



David E. Humke, Chairman  
Washoe County Commission



Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 4<sup>th</sup> day of Sept., 2009.

**ORIGINAL DEVELOPMENT AGREEMENT  
W/ CONDITIONS OF APPROVAL  
(Recorded Copy)**

**# 3801547**

09/14/2009 03:22:40 PM

Requested By

WASHOE COUNTY COMMUNITY

Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$0.00 RPTT: \$0.00

Page 1 of 27

**COPY** - has not been compared  
with the Original Document - WCR

**CONFORMED COPY**

Return to Trevor Lloyd  
Dept. of Community Development

**Broken Hills Development Agreement (DA09-003) for  
Tentative Map Case No TM05-012  
APN: 089-621-01, 089-632-01, 02, 03, 04, 05 & 06**

## **AGREEMENT**

THIS AGREEMENT ("Agreement") is made by and between **BARKER-COLEMAN INVESTMENTS BROKEN HILL, LTD.**, a Nevada limited liability company (the "Landowner"), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, ("County").

### **1. GENERAL.**

1.1 **Property.** The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 089-632-01 through 05 and 089-621-01 in Washoe County, Nevada (the "Property") as more particularly described in Exhibit A, attached hereto, which is subject to County's Spanish Springs Area Plan.

1.2 **Tentative Map.** The Property has a County land use designation of Low Density Suburban ("LDS"), which allows a density of one single family dwellings per acre. On September 9, 2005 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property known as Tentative Subdivision Map Case File No. TM05-012 (Broken Hill Subdivision) (the "Tentative Map"). The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 **Previous Final Maps.** On September 6, 2007, Landowner recorded its first final map, Subdivision Tract Map No. 4821, File No. 3573073, which consisted of five lots.

1.4 **Next Final Map Requirement.** Pursuant to NRS 278.360(1), unless the parties have entered into an agreement concerning the development of land authorized by NRS 278.0201. The Landowner must cause a final map (the "Final Map") to be submitted prior to the expiration of the two (2) year time limit, which is September 9, 2009.

1.5 **Circumstances Requiring An Extension of Time.** Additional time is requested to work through several issues related to this development which benefits both the developer and County. The County along with the developer is working with the BLM to redirect a portion of the proposed flow through BLM property. The grant of right-of-way has been submitted to the BLM and is being processed. In the Spanish Springs areas under the current area plan, all of the water storage capacity has been allocated. This development will need to construct an additional water tank along with the associated infrastructure in the Spanish Springs Area to service the proposed lots, which after constructed will be dedicated to Washoe County. The developer has been in discussions with Washoe County Utility District to understand their inter-local agreement with the City of Sparks and the relationship between the fee structures for sanitary sewer hook up fees. By understanding and possibly reducing these fees, developments in the County can be more competitive with developments in the neighboring City of Sparks. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design and establish phasing and financing for the infrastructure and construction of the development.

### **2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.**

2.1 **Compliance with NRS 278.0201 and Code.** This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. The

Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth:

2.1.1. The land which is subject to this Agreement is APN 089-632-01 through 06 and 089-621-01 which is described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be for five (5) years from the date of signing by the Board of County Commissioners, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property is a 170 unit common open space development, having lot sizes of approximately 12,000 square feet, and a density of one dwelling unit per acre, which complies with the property's Low Density Suburban (LDS) zoning designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Low Density Suburban maximum height limit.

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this Common Open Space Development there is a trail system planned within the proposed development that will provide access, to and through the common areas and the adjoining BLM properties. The common area, approximately 184 acres, will be owned and maintained by a homeowners' association. The developer has been working with the County and others as needed to provide and preserve adequate access to adjoining public (BLM) lands.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings, if necessary, will be in accordance with that certain subdivision improvement agreement between Barker Coleman Investments, Broken Hill, LTD and Washoe County, signed the 2<sup>nd</sup> day of August 2007 and recorded September 6, 2007 per document number 3573073 and in accordance with the surety bonds WBM70247 for the construction of the Pump Station and WBM70248 for the construction of Water Line Tank and Pumps.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.



2.1.9 The next final map, to be a minimum of five lots, shall be recorded on or before the fourth anniversary of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

2.1.10 Development standards for the Broken Hill subdivision are set forth in the conditions and requirements of the Tentative Map, the first final map, the Board of County Commission's Action Order dated September 6, 2005, the Extension of Time Action Order dated May 7, 2008, attached hereto as Exhibit "B" and "C" respectively, and the Action Order approved by the Design Review Committee on November 10, 2005 attached hereto as Exhibit "D".

2.2 Code and Changes to the Law. The parties agree that changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit.

2.3 Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with Section 110.814.25 of the Code

2.4 Assumption of Risk. The Landowner acknowledges and agrees that the Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises or guarantees of any kind from the County, other than as expressly set forth herein. The Landowner waives any claims for damages against the county that might arise out of, or relate to, a subsequent court determination that this Agreement or any provision in it is invalid and/or unenforceable, including any claim based on NRS 278.0233(1) regarding the requirements, limitations, or conditions imposed pursuant to this Agreement.

2.5 Default and Termination of Agreement. This Agreement shall become null and void, in the event of noncompliance with any term or deadline set forth in this Agreement if the breaching party fails to fully cure such noncompliance after reasonable written notice and opportunity to cure, and all proceedings concerning the Tentative Map shall be terminated, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

2.6 [Intentionally Omitted]

### 3. MISCELLANEOUS PROVISIONS.

3.1 Time is of the Essence. Time is of the essence of this Agreement.

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

3.4 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3.5 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.6 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.7 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the Tentative Map and this Agreement. Amendments, if any, shall be approved as provided in NRS 278.0205. Changes hereto which are in substantial compliance with the overall Tentative Map and this Agreement may be requested by Owners and approved or denied by the Director of Community Development. The Director of Community Development shall also decide whether or not a proposed change is in substantial compliance with the overall Tentative Map. The Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the adverse decision unless an appeal to the Board of Adjustment is required to occur first. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

3.8 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

3.9 Third Party Beneficiary Rights. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.

3.10 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

3.11. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

[Signature page to Development Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above last written below.

**LANDOWNER:**

**BARKER-COLEMAN INVESTMENTS  
BROKEN HILL, LTD., a Nevada limited  
liability company**

By: Keith Rush

Date: 9/10/09

Name: Keith Rush

Title: Manager

**COUNTY:**

**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada, by its  
BOARD OF WASHOE COUNTY  
COMMISSIONERS**

By: David Humke  
David Humke, Chairman

Date: August 25, 2009

**ATTEST:**

Amy Harvey  
AMY HARVEY, County Clerk

STATE OF NEVADA       )  
                                      )ss.  
COUNTY OF WASHOE    )

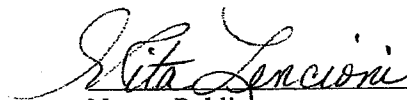
This instrument was acknowledged before me on September 10, 2009, by Keith Rush as a Manager of Barker-Coleman Investments Broken Hill, Ltd., a Nevada limited liability company.

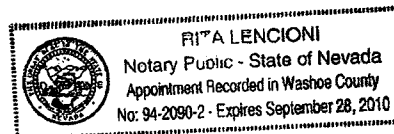


  
My Commission Expires: 2/7/10

STATE OF NEVADA       )  
                                      )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on August 25, 2009, by David Humke, Chairman of the Washoe County, Board of Washoe County Commissioners.

  
Notary Public  
My Commission Expires: 9/28/2010



SUMMARY: An ordinance approving Development Agreement Case No. DA09-003 which will extend the approval of Tentative Subdivision Map Case No. TM05-012 for Broken Hills Subdivision, as previously approved by the Planning Commission.

BILL NO. 1598

ORDINANCE NO. 1417

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA09-003 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM05-012 FOR BROKEN HILLS SUBDIVISION AS PREVIOUSLY APPROVED BY THE PLANNING COMMISSION.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DOES ORDAIN:

SECTION 1.

The Development Agreement for Tentative Subdivision Map, Case No. TM05-012, for the Broken Hills Common Open Space Subdivision is attached and is an acceptable document with which to ensure the public interest in providing detailed plans for phasing and financing of infrastructure and construction of the development.

Proposed on the 11<sup>th</sup> day of August, 2009.

Proposed by Commissioner Larkin

Passed on the 25 day of August, 2009.

Vote:

Ayes:

Humke, Weiser, Larkin, Breenity & Jung

Nays:

NONE

Absent:

NONE

David E. Humke

David E. Humke, Chairman  
Washoe County Commission

Amy Harvey  
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 4<sup>th</sup> day of Sept., 2009.

**Exhibit "A"**

**LEGAL DESCRIPTION OF PROJECT PROPERTY**

All that certain real property situated in the County of Washoe, State of Nevada, described as follows:

Lots 1- 5 and Parcel 2-A of BROKEN HILLS VILLAGE IA, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on September 6, 2007, as File No. 3573073, Tract Map No. 4821.

## **Exhibit "B"**

### **Action Order**





# Community Development

*"Dedicated to Excellence in Public Service"*

Adrian P. Freund, AICP, Community Development Director



## ACTION ORDER

September 9, 2005

Rob Winkel  
Barker Coleman Development, LLC  
4741 Caughlin Parkway  
Reno, NV 89509

Broken Hill, LLC  
Attn: Pierre Hascheff  
1029 Riverside Drive  
Reno, NV 89504

Dear Applicant and Property Owner:

As filed with the Department of Community Development, the Washoe County Planning Commission, at its regular meeting of September 6, 2005, approved the following, with seventy-three (73) conditions:

TENTATIVE SUBDIVISION MAP CASE NO. TM05-012 (BROKEN HILL SUBDIVISION) – To develop a 170-lot common open space, single-family residential subdivision on a 243-acre portion of a 640-acre parcel as authorized in Articles 608 and 408 of the Washoe County Development Code. The lots will range in size from 12,115 square feet to 37,588 square feet. The project is located west of Kinglet Drive and Calle De La Plata and directly west of the Spanish Springs Airport property. The ±640-acre parcel is designated Low Density Suburban (LDS) and General Rural (GR) in the Spanish Springs Area Plan, and is situated in a portion of Section 21, T21N, R20E, MDM, Washoe County, Nevada. The property is located in the Spanish Springs Citizen Advisory Board boundary and Washoe County Commission District No. 4. (APN 089-160-03)

The approval of the tentative subdivision map was based on the following findings:

1. Plan Consistency. That the proposed map is consistent with the Comprehensive Plan and the Spanish Springs Area Plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Comprehensive Plan and the Spanish Springs Area Plan;
3. Type of Development. That the site is physically suited for the type of development proposed;

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Post Office Box 11130, Reno, NV 89520-0027 – 1001 E. Ninth St., Reno, NV 89512

Telephone: 775.328.3600 – Fax: 775.328.3648

[www.washoecounty.us/comdev/](http://www.washoecounty.us/comdev/)

*"Your Community Development Department"*

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 2

4. Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;
6. Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
7. Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;
8. Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
9. Dedications. That any land or improvements to be dedicated to the County is consistent with the Comprehensive Plan;
10. Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision; and
11. Reasoned Consideration. That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

Unless appeals are filed in the time period stipulated in the Washoe County Development Code, the decision by the Planning Commission is final.

Yours truly,

Adrian P. Freund, AICP  
Director and Secretary to the Planning Commission

APF/TAL/cm (TM05-012f1)

xc: Melissa Lindell, Wood Rodgers, Inc. 6774 S. McCarran Blvd. Reno, NV 89509

Blaine Carlidge, District Attorney's Office; Marge Claussen, Assessor's Office; Steve Churchfield, Chief Appraiser, Assessor's Office; Walt West, Engineering; J.L. Shaffer, Vector Control, Environmental Health Division; Bryan W. Tyre, Environmental Health Division; Nevada Division of Environmental Protection, 333 West Nye Lane, Suite 138, Carson City, NV 89706; Chair, Spanish Springs Citizen Advisory Board

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 3

**STANDARD CONSIDERATIONS FOR SUBDIVISIONS**  
**Nevada Revised Statutes 278.349**

Pursuant to NRS 278.349, when contemplating action on a tentative subdivision map, the governing body, or the planning commission if it is authorized to take final action on a tentative map, shall consider:

- (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- (b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
- (c) The availability and accessibility of utilities;
- (d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
- (f) General conformity with the governing body's master plan of streets and highways;
- (g) The effect of the proposed subdivision on existing public streets and the need for new streets and highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope and soil; and
- (i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335.

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 4

**CONDITIONS FOR  
TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-012  
BROKEN HILL SUBDIVISION  
(As approved by the Washoe County Planning Commission on September 6, 2005)**

THE TENTATIVE MAP APPROVAL ALLOWS THE SUBDIVIDER TO PROCEED WITH FULFILLING THE CONDITIONS OF APPROVAL AND RECORD A FINAL MAP FOR ALL, OR PORTIONS OF, THE DEVELOPMENT WITHIN TWO (2) YEARS FROM THE DATE OF THE PLANNING COMMISSION ACTION. FAILURE TO RECORD THE FIRST FINAL MAP WITHIN TWO (2) YEARS OF THE PLANNING COMMISSION ACTION, OR FAILURE TO RECORD THE LATEST MAP IN A SERIES WITHIN ONE (1) YEAR AFTER THE DATE OF THE MOST RECENTLY RECORDED MAP, SHALL TERMINATE ALL PROCEEDINGS CONCERNING THE SUBDIVISION.

UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE APPLICANT SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.

A COPY OF ALL AGREEMENTS, EASEMENTS OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION, DEPARTMENT OF WATER RESOURCES AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT STAFF AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF THE FINAL MAP RECORDATION TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES.

REQUESTS FOR EXTENSION OF TIME FOR SUBSEQUENT FINAL MAPS MUST BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP.

COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

A COPY OF THE FINAL ORDER FOR THE APPROVAL OF THE TENTATIVE MAP SHALL BE ATTACHED TO ALL PHASES/UNITS SUBMITTALS FOR FINAL MAP REVIEW SIXTY (60) DAYS PRIOR TO RECORDATION.

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 5

### GENERAL CONDITIONS

1. The subdivision shall be in substantial compliance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.

<b>Regulatory Zone for Review Purposes</b>	<b>Land Use Designations (Max. 1 unit/acre)</b>
Minimum Lot Area Required	12,000 square feet
Minimum Lot Width	80 feet
Minimum Front Yard	20 feet
Minimum Side Yard	8 feet
Minimum Rear Yard	20 feet
Maximum Building Height	35 feet

Notes: Variances to these standards may be processed per Washoe County Code. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

2. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

3. The subdivider shall present to Washoe County, a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within two years after the date of approval of the tentative map or within one year of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by one year if the extension request is received prior to the expiration date.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 6

4. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority. Substantial compliance shall be determined by the applicable agency and the Department of Community Development.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

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5. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and the Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
6. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall determine compliance with this condition.
7. A note shall be placed on all grading plans and construction drawings stating:

NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts, shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

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8. The final map shall designate faults that have been active during the Holocene epoch of geological time and the final map shall contain the following note:

NOTE

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time.

The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

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Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 7

9. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall determine compliance with this condition.
10. The developer and all successors shall direct any potential purchaser of the site to meet with the Department of Community Development to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Community Development of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

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11. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate. The County Engineer shall determine compliance with this condition.
12. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project. The County Engineer shall determine compliance with this condition.
13. All lots shall maintain the minimum width and setback requirements of the Medium Density Suburban (MDS) regulatory zone. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

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#### **DRAINAGE AND GRADING**

14. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.
15. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
16. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 8

17. Prior to the finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
18. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The County Engineer shall determine compliance with this condition.
19. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site. The County Engineer shall determine compliance with this condition.
20. Any increase in stormwater runoff resulting from the development and based on the 5- and 100-year storm(s) shall be detained. The County Engineer shall determine compliance with this condition.
21. The 100-year floodplain boundaries and flood elevations shall appear on each final map. If the floodplain boundary has been conditionally changed by a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Amendment or Conditional Letter of Map Revision, the date of that letter and a note to that effect shall appear on the final map. The County Engineer shall determine compliance with this condition.
22. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map. The County Engineer shall determine compliance with this condition.
23. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain inlet and routed into the storm drain system. The County Engineer shall determine compliance with this condition.
24. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowners association. As an alternative to a homeowners association, the developer may request the establishment of a County Utility Service Area under which fees would be paid for maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The County Engineer shall determine compliance with this condition. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
25. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. The County Engineer shall determine compliance with this condition.



Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 9

26. A drainage route shall be provided for the potential overflow or drainage of the water tank. The route shall discharge to a drainage facility. The County Engineer shall determine compliance with this condition.
27. Street crossings of drainageways shall be designed with a minimum culvert diameter of 36" and an emergency overflow dip that prohibits stormwater overflows from traveling longitudinally in the street. Storm flows that overtop the street at these locations shall cross the street and continue to travel downstream in the drainageway. The County Engineer shall determine compliance with this condition.
28. Storm drain pipes and ditches shall outlet at the flow line of an existing drainageway. Adequate outlet protection and channel lining shall be provided to protect against erosion for the 100-year flows in all channels altered by the development. The County Engineer shall determine compliance with this condition.
29. Upstream erosion potential, drainageway sediment load and its effect on the proposed drainage facilities shall be addressed in both the master hydrology report and geotechnical report prior to approval of the first final map. Specific criteria for controlling the sediment and keeping drainage systems clear and functional during runoff events shall be provided. The County Engineer shall determine compliance with this condition.
30. A comprehensive maintenance plan shall be provided for any detention ponds, sediment basins or any other structures designed to collect sediment from stormwater runoff. The plan shall include specific time and sediment depth based criteria that triggers cleaning of the facilities. The maintenance plan shall be included in the CC&Rs. The County Engineer shall determine compliance with this condition.

#### TRAFFIC

31. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The County Engineer shall determine compliance with this condition.
32. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
33. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.
34. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage. The County Engineer shall determine compliance with this condition.

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 10

35. The cul-de-sac bulb at the end of Kinglet Drive in Eagle Canyon II Unit 7 shall be removed, and Kinglet Drive shall be extended to the project site as a collector street with a normal crown. In accordance with the Broken Hills Traffic Analysis, the entire length of Kinglet Drive within the project shall be constructed to collector standards. The County Engineer shall determine compliance with this condition.
36. Documented access shall be provided to the northern portion of APN 089-160-03 that will remain undeveloped. The County Engineer shall determine compliance with this condition.
37. American Association of State Highway and Transportation Officials (AASHTO) clear zones shall be determined for and provided along the fill slopes adjacent to Street B and Street D at the drainageway crossings. The County Engineer shall determine compliance with this condition.
38. A sight distance analysis shall be done per AASHTO guidelines at the intersection of Street C and Street D, and sight distance easements shall be recorded as necessary. Sight distance easements will have restrictions on landscaping, fencing and structures. The County Engineer shall determine compliance with this condition.
39. To mitigate speeding in existing residential streets and to mitigate heavy loading on Fuggles Drive, the County shall require three speed humps or other traffic calming method to be placed on existing residential streets. If an alternate to speed humps is proposed, it must be acceptable to both the County Engineer and the Reno Fire Department. Two speed humps shall be placed on Fuggles Drive, one between Bramling Cross and Lublin and one between Lublin and Kinglet. One speed hump shall be placed on Kinglet between Sticklebract and Weizen. The speed hump placed on Kinglet should be a "speed cushion," which looks like a speed hump with two breaks in the middle so a fire truck can straddle the centerline and be unimpeded by a speed hump. The County Engineer shall determine compliance with this condition.

#### **PARKS AND RECREATION**

40. The final map shall show trail connections within pedestrian access easements or designated common open space to provide access between the proposed sidewalks within the subdivision and existing and proposed trails in the common open space.
41. A note shall be placed on all final maps indicating that the developer will cooperate with the County, BLM, tribal council, and others as needed to provide and preserve adequate access to adjoining public (BLM) lands, including a possible trailhead at the proposed water tank site or another mutually acceptable location.

#### **CONDITIONS, COVENANTS AND RESTRICTIONS**

42. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Community Development staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to the Community Development Department with the recordation fee prior to the recordation of the final map. The

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 11

CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's Office. Said CC&Rs shall specifically address the potential for liens against the properties and the individual property owners' responsibilities for the funding of maintenance, replacement, and perpetuation of the following items, at a minimum:

- a. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
  - 1) Vegetation management;
  - 2) Watershed management;
  - 3) Debris and litter removal;
  - 4) Fire access and suppression;
  - 5) Maintenance of public access and/or maintenance of limitations to public access.
- b. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association. A comprehensive maintenance plan shall be provided for any detention ponds, sediment basins or any other structures designed to collect sediment from stormwater runoff. The plan shall include specific time and sediment depth based criteria that triggers cleaning of the facilities.
- c. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners association. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- d. The project area adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
- e. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
- f. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
- g. No motorized vehicles shall be allowed on the platted common area.
- h. Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 12

dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.

- i. Mandatory solid waste collection.
- j. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- k. The front yard lawn turf shall be kept at a minimum of 2 feet from the front sidewalk of each lot.
- l. The secondary access road shall be maintained by the developer or the homeowners association.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

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43. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed shall be presented with the CC&Rs for review by the Community Development staff and the District Attorney.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

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#### **HEALTH, WATER AND SEWER**

44. The applicant shall dedicate necessary water rights prior to issuance of a will-serve letter by the Department of Water Resources (DWR). A valid will-serve letter is a prerequisite to approval and recordation of a final subdivision map. Necessary processing of water rights prior to the issuance of a will-serve letter may take six months or longer. The dedication of water rights shall be in accordance with Article 422, the Spanish Springs Area Plan and the terms of the Wholesale Agreement between Washoe County and Truckee Meadows Water Authority (TMWA). Water rights must be in good standing with the State of Nevada Division of Water Resources, and the point of diversion, place and manner of use must be acceptable to the DWR.
45. The Developer shall pay \$75.00 per lot to the DWR as their prorated share of the ongoing water and sewer facility plan for the Spanish Springs Valley prior to approval of each final map.
46. In accordance with applicable ordinances, fees for improvement plan checking and construction inspection, connections, and Clean Water surcharges shall be paid prior to approval of each final map.

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 13

47. Per the inter-local agreement between the City of Sparks and Washoe County, the applicant shall pay to the City of Sparks the sewer connection fees as identified in the agreement. The applicant must provide a receipt of payment to Washoe County prior to approval of each final map.
48. Improvement plans shall be in compliance with Washoe County Design Standards. A Professional Engineer licensed to practice in the State of Nevada must design the improvement drawings.
49. The Applicant shall submit an electronic copy of the street and lot layout for each final map at initial submittal time.
50. The Developer shall construct and/or provide the financial assurance for the construction of the on-site and off-site water distribution and the sanitary sewer collection systems prior to signature on each final map. The financial assurance must be in a form and amount acceptable to the DWR.
51. Approved improvement plans shall be used for the construction of on-site and off-site water distribution and sanitary sewer collection systems. The DWR will be responsible to inspect the construction of the water distribution and sanitary sewer collection systems.
52. The water distribution and sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of each final map.
53. Easements and real property for all water distribution, sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of each final map.
54. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer which addresses:
  - a. the estimated sewage flows generated by this project,
  - b. projected sewage flows from potential or existing development within tributary areas,
  - c. the impact on capacity of existing infrastructure,
  - d. slope of pipe, invert elevation and rim elevation for all manholes,
  - e. proposed collection line sizes, on-site and off-site alignment, and half-full velocities.
55. No Certificate of Occupancy will be issued until all the potable water and sewer collection facilities necessary to serve each final map have been completed and accepted.
56. If infrastructure such as wells, pump structures, controls, telemetry and appurtenances, storage tanks, transmission lines, lift stations, force mains, sewer mains and interceptor are necessary to accommodate the project, the Developer will be responsible to fund the design and construction. However, the actual design will be the responsibility of the DWR. Prior to initiation of design the Developer shall pay the estimated design costs to Washoe County. The DWR may either provide such design in-house, or select an

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 14

outside consultant. When an outside consultant is to be selected, the DWR and the Developer shall jointly select that consultant.

57. No permanent structures (including rockery or retaining walls, buildings, etc.) shall be allowed within or upon any County maintained utility easement.
58. The developer's engineer shall submit a plan or letter from the appropriate fire agency identifying the approved fire hydrant locations and indicating the fire flow and duration required for each final map. This information must accompany the water system improvements plans when submitted for initial review.

#### **FIRE SAFETY**

59. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the Reno Fire Department. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows concerns shall be addressed prior to the introduction of any combustible materials to the site. The Reno Fire Department shall determine compliance with this condition.
60. All roads shall be a minimum of thirty-four feet wide from the inside face of the curb to the inside face of the curb per the Reno Fire Department Policy, with the exception of the secondary access which may be a minimum of twenty feet wide.
61. The secondary access road shall be maintained by the developer or the homeowners association. The Reno Fire Department shall determine compliance with this condition.
62. A thirty-foot fuel fire break shall be provided and maintained by the developer or homeowners association between the common areas and the proposed lots. The Reno Fire Department shall determine compliance with this condition.
63. Fire hydrants shall be installed and operational prior to any combustible materials being allowed on the site as required per Chapter 60 of the Washoe County Code and the Reno Fire Department Policy. The Reno Fire Department shall determine compliance with this condition.

#### **AIRPORT**

64. The applicant shall provide proof that all FAA requirements are adhered to with respect to the Spanish Springs Public Airport prior to the recordation of the first final map. The Department of Community Development and NDOT Aviation Planning shall determine compliance with this condition.
65. The applicant shall be required to issue disclosure statements for each lot sold that identifies the existence of the Spanish Springs Public Airport. The Department of Community Development shall determine compliance with this condition.

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 15

66. The property owner shall grant an avigation easement over the entire property. The property owner shall provide the Building and Safety Division and Department of Community Development with appropriate documentation indicating the avigation easement has been granted and has been accepted by the Airport Authority of Washoe County.

#### **WASHOE—STOREY CONSERVATION DISTRICT CONDITIONS**

67. A review letter from the Washoe-Storey Conservation District (WSCD) shall be submitted to the County Engineer prior to the "red line" meeting. The WSCD recommendations shall be implemented with the appropriate design/specifications included in the construction drawings to the satisfaction of the County Engineer. The County Engineer shall determine compliance with this condition.

#### **LANDSCAPING AND COMMON OPEN SPACE**

69. Prior to any ground-disturbing activity or finalization of a final map, the developer shall submit a landscaping/architectural design plan to the Department of Community Development for review and approval by the Design Review Committee. Said plan shall address, but not be limited to: the color of water tank, fencing, landscaping material (if plant material: type, size at time of planting, maturation size at full growth, period of time between planting and full growth), landscaping location, landscaping irrigation, and financial assurances that landscaping will be planted and maintained.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

70. A certification letter or series of letters by a landscape architect registered in the State of Nevada shall be submitted to the Department of Community Development. The letter(s) shall certify that all applicable landscaping provisions of Articles 408, 410 and 412 of the Development Code have been met. Any landscaping plans and the letter shall be wet-stamped. The letter shall indicate any provisions of the code that the Director of Community Development has waived.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

71. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the homeowners association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs and the District Attorney's Office shall determine compliance.

Letter to: Broken Hill Subdivision  
Subject: Tentative Subdivision Map No. TM05-012  
Date: September 9, 2005  
Page: 16

72. To help minimize the impacts from nuisance water runoff from this development, the front yard lawn turf shall be kept at a minimum of 2 feet from the front sidewalk of each lot. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

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### SCHOOLS

73. The developer or home builder shall disclose to all home buyers that students in the Broken Hills development may not be zoned for the closest elementary, middle or high school and may be bussed to the nearest school with capacity to accept the students.

\*\*\* END OF CONDITIONS \*\*\*